FILED [illegible]

SUPREME COURT OF THE [illegible]

October Term, 1906.

No. [illegible] 104

THE GERMAN SAVINGS AND LOAN SOCIETY,

Plaintiff in error.

vs.

DORA MAY DORMITZER, WILLIAM L. TULL AND ERNEST B. TULL,

Defendants in error.

In Error to the Supreme Court of the State of Washington.

BRIEF FOR PLAINTIFF IN ERROR.

E. C. HUGHES,
W. W. HINDMAN,
W. S. GOODFELLOW,
Counsel for Plaintiff in error.

SUPREME COURT

OF THE

UNITED STATES

THE GERMAN SAVINGS AND LOAN SOCIETY,

Pliantiff in error.

vs.

DORA MAY DORMITZER, WILLIAM L. TULL AND ERNEST B. TULL,

Defendants in error.

BRIEF FOR PLAINTIFF IN ERROR.

At the last term a motion to dismiss or affirm was made by the defendants in error, and briefs were filed by the respective parties.

As the motion was directed not only to the jurisdiction of the Court but to the merits of the case, the brief of the plaintiff in error presented a somewhat full argument on both subjects.

Upon a review at this time of the brief then filed we are content to adopt it as the brief of the plaintiff in error upon the present hearing, desiring to add thereto a reference to the following decisions which are not published at the time of writing the former brief, namely:

Mutual Ins .Co. vs. McGrew, 188 U. S. 311;
San Jose Land and Water Co. vs. San Jose Ranche Co., 189 U. S. 177.

In the first mentioned case, at page 311, there will be found the following:

"Where a judgment of another State is pleaded in de-
"fense, and issue is made upon it, it may well be ruled
"that that sets up a right under the third subdivision,
"because the effect of the judgment is the only question in
"the case, but here the plea of the decree of divorce and
"the statute did not necessarily suggest or amount to a
"claim under the treaty."

And the following is a quotation from the second case, 139 U. S. 179:

"While the right under the act of 1887, thus considered,
"was not originally specially set up and claimed by the
"plaintiff, inasmuch as it was not an original right, but a
"right available in rebuttal of the defense, it is one which
"appears to have been insisted upon in the argument; and
"under the rule of this court, requiring the opinions to be
"sent up with the record, it has been frequently held to be
"a sufficient compliance with the words 'specially set up
"and claimed,' that it was fully considered in the opinion
"of the court and ruled against the plaintiff in error."
(Citing authorities.)

Respectfully submitted,

E. C. HUGHES,
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Counsel for Plaintiff in error.